

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTERN RECREATIONAL VEHICLES, INC.		12/15/2006	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	WESTERN RECREATIONAL VEHICLES, INC.
Street Address:	142 West 57th Street, 17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3234706	ALPENLITE VOYAGER
Registration Number:	3224009	APEX ALPINE COACH
Serial Number:	78952659	ALPENLITE DEFENDER
Registration Number:	3021873	SMARTBED
Registration Number:	2889159	WESTERN WILDERNESS
Registration Number:	2939675	WESTERN RV
Registration Number:	2877394	ALPINE COACH
Registration Number:	2377234	WRV
Registration Number:	2377232	WRV
Registration Number:	2220014	WESTERN RECREATIONAL VEHICLES
Registration Number:	1885958	ALPENLITE

CORRESPONDENCE DATA

Fax Number:

(503)802-2173

900111317

TRADEMARK
REEL: 003816 FRAME: 0293

OP \$290.00 3234706

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 503.221.1440
Email: trademark@tonkon.com
Correspondent Name: Tonkon Torp LLP
Address Line 1: 888 SW Fifth Avenue
Address Line 2: 1600 Pioneer Tower
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	30728-30
NAME OF SUBMITTER:	Christopher D. Erickson
Signature:	/Christopher D. Erickson/
Date:	07/15/2008

Total Attachments: 28

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of December 15, 2006, is entered into by and among Western Recreational Vehicles, Inc., a Delaware corporation ("Buyer"), Western Recreational Vehicles, Inc., a Washington corporation (the "Company"), and the shareholders of the Company listed on the signature pages hereto (collectively, the "Shareholders," and each a "Shareholder"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in Article VII below.

WHEREAS, the Company desires to sell to Buyer, and Buyer desires to purchase from the Company, the Acquired Assets on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, it is a condition to Buyer's willingness to enter into this Agreement and to consummate the transactions contemplated hereby that the Shareholders agree, among other things, (i) to enter into this Agreement, (ii) to join with the Company in indemnifying Buyer as provided herein and (iii) to agree to the covenants regarding non-competition, non-solicitation, non-hire and confidentiality as provided herein.

WHEREAS, in order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, the Shareholders are willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Asset Purchase; Closing

1.1. Asset Purchase. On the terms and subject to the conditions set forth in this Agreement, Buyer agrees to purchase from the Company, and the Company agrees to sell, transfer, convey, assign and deliver to Buyer, free and clear of any and all Liens (other than the Bushpoint Liens), all right, title and interest in and to the Acquired Assets at the Closing for the consideration specified below in Section 1.3(b) and Section 1.4.

1.2. Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, Buyer agrees to assume, pay, defend, discharge, perform and otherwise become responsible for all Assumed Liabilities at the Closing. Notwithstanding anything to the contrary contained in this Agreement, Buyer will not assume, be liable for or have any responsibility with respect to any Excluded Liability.

4.21. Intellectual Property.

(a) Schedule 4.21(a)(i) sets forth a complete and accurate list of all issuances, registrations and applications for any Proprietary Rights and all material unregistered Marks owned or used by the Company. Schedule 4.21(a)(ii) sets forth a complete and accurate list of all licenses or other agreements relating to Proprietary Rights to which the Company is a party or otherwise bound, other than shrink-wrap or click-wrap software license agreements that could be replaced for less than \$10,000. Except as set forth on Schedule 4.21(a)(iii) hereto, the Company owns, and following the Closing Buyer will own, all right, title and interest in and to, free and clear of all Liens (other than the Bushpoint Liens), or the Company has the right to use, and following the Closing Buyer will have the right to use, pursuant to a license or other agreement set forth in Schedule 4.21(a)(ii), all Proprietary Rights necessary for or used in its business as currently conducted or as proposed to be conducted (the "Company Proprietary Rights"). Except as set forth on Schedule 4.21(a)(iii) hereof, no claims have been made or, to the Knowledge of the Company, threatened, and no dispute has arisen, related to any Company Proprietary Rights including with respect to the validity, enforceability, use or ownership thereof and, to the Knowledge of the Company, there are no reasonable grounds for the same. The operations of the Company and the use of each of the Company Proprietary Rights do not infringe, misappropriate or otherwise conflict with the Proprietary Rights of any third party, and there are no claims pending or, to the Knowledge of the Company, presently threatened, against the Company of the foregoing (including through any demand letter or offer to license any Proprietary Rights). To the Knowledge of the Company, no third party has infringed, misappropriated or otherwise conflicted with any of the Company Proprietary Rights. Immediately subsequent to the Closing, the Company Proprietary Rights either shall be owned by or be available for use by Buyer, as the case may be, on terms and conditions substantially similar to those under which the Company owned or used such Proprietary Rights immediately prior to the Closing. Except as set forth on Schedule 4.21(a)(iii), all of the Company Proprietary Rights are valid, subsisting and enforceable and all registrations (including any patents) included therein are in full force and effect. The Company Proprietary Rights are not subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use thereof.

(b) The Company owns all right, title and interest in and to all Proprietary Rights created by any present or former employee, officer, director, consultant or

contractor of the Company in the course of their employment or other relationship with the Company.

(c) The networks, software (including firmware), and other computer systems used in the operation of the Company's business (collectively, "Systems") are sufficient for the current and reasonably foreseeable needs of the same, including as to capacity and ability to process peak volumes in a timely manner. All Systems are owned (or licensed pursuant to an agreement set forth on Schedule 4.21(a)(ii) to the extent so required by Section 4.21(a) to be listed on such Schedule) and operated by and under the control of the Company, and, from and after the Closing, will be owned (or licensed pursuant to an agreement set forth on Schedule 4.21(a)(ii) to the extent so required by Section 4.21(a)(ii) to be listed on such Schedule) and operated by and under the control of Buyer.

ARTICLE VII

Definitions

For the purposes hereof, the following terms have the meanings set forth below:

"AAA" has the meaning set forth in Section 8.13.

"Acquired Assets" means all right, title, and interest in and to all of the assets of the Company and all of the assets, properties and rights, whether tangible or intangible, necessary for, or related to, the conduct of the Company's business as presently conducted and as presently proposed to be conducted, including all of its right, title and interest in (i) the Leases and all Leasehold Improvements (other than the leasehold improvements set forth on Schedule VII attached hereto); (ii) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs and dies); (iii) Proprietary Rights, goodwill associated therewith, and licenses, sublicenses and other agreements granted and obtained with respect thereto, and rights thereunder, together with all income, royalties, damages and payments due or payable at the Closing or thereafter with respect to the foregoing (including damages and payments for past or future infringements or misappropriations thereof or other conflicts therewith), and the right to sue and recover for past, present or future infringements or misappropriations of or other conflicts with any of the foregoing; (iv) leases, subleases, and rights thereunder; (v) agreements, contracts, indentures, mortgages, instruments, Liens, guaranties, other similar arrangements, and rights thereunder; (vi) accounts, notes, and other receivables (including the Insurance Recovery Amount), other than the related party receivables owed by Ronald A. Doyle and/or the Ronald A. Doyle Descendants Trust; (vii) securities; (viii) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery and rights of set-off; (ix) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and

governmental agencies which are assignable or otherwise transferable pursuant to applicable Law; (x) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials; (xi) any rights in and to the trade name "Western Recreational Vehicles"; (xii) assets relating to or maintained in connection with any Assumed Employee Benefit Plan; and (xiii) Cash (including Cash held in escrow); provided, however, that the Acquired Assets shall not include (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Company as a corporation or (ii) any of the rights of the Company under this Agreement (or under any side agreement between the Company, on the one hand, and Buyer, on the other hand, entered into on or after the date of this Agreement).

"Proprietary Rights" means all of the following in any jurisdiction throughout the world, whether owned or used: (i) patents, patent applications and patent

disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations thereof; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans and Internet domain names (and all translations, adaptations, derivations and combinations of the foregoing), registration, applications, and renewals for any of the foregoing, together with all goodwill associated with any of the foregoing (collectively, "Marks"); (iii) copyrights and works of authorship and registrations, applications and renewals therefor; (iv) trade secrets, confidential information, know-how, methods, techniques and processes, customer lists, supplier lists, product design, configurations and inventions; (v) computer software (including firmware, source code, executable code, data, databases and documentation); (vi) other intellectual property and proprietary rights, and (vii) all tangible embodiments of any of the foregoing.

**SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written above.

BUYER:

WESTERN RECREATIONAL VEHICLES, INC.,
a Delaware corporation

By: 

Name: Philip Von Burg

Title: Vice President

TRADEMARK

REEL: 003816 FRAME: 0302

**SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT
(continued)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written above.

THE COMPANY:

WESTERN RECREATIONAL VEHICLES, INC.,
a Washington corporation

By: 
Name: Ronald A. Doyle
Title: President

THE SHAREHOLDERS:


RONALD A. DOYLE



SUZANNE D. DOYLE


W.S. DOYLE, JR.

**SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT**
(continued)

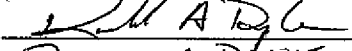
The undersigned has executed this Agreement as of the date first written above solely with respect to such Person's acknowledgment of and agreement to (i) the accuracy of the representations and warranties set forth in Section 4.27(d) and (ii) the covenant relating to the release of the Bushpoint Liens set forth in the definition of "Bushpoint Liens."

BUSHPOINT HOLDINGS, LLC,
a Washington limited liability company

By: 
Name: Wilfred J. Doyle, Jr.
Title: MANAGER

The undersigned has executed this Agreement as of the date first written above solely with respect to such Person's acknowledgment of and agreement to the covenants set forth in Section 3.10.

SUTHERLAND BUSINESS PARK, L.L.C.,
a Washington limited liability company

By: 
Name: RONALD A DOYLE
Title: MANAGER

SCHEDULE 4.21(a)(i)

Issuances, Registrations and Applications

1. The Company owns the following web site and internet domains:

Web Site

www.wrv.com

Internet Domains

wrv.com

alpenlite.com

alpinecoach.com

westernwilderness.com

westernrec.com

peakchassis.com

westernrv.biz

westernrecreationalvehicles.com

2. The Company owns the trademarks and patent set forth on attachment.

**Schedule 4.21(a)(i)
PATENTS**

Title	Country	Patent No. Issue Date	Appl. No./ Filing Date	Status	Current Owner
Opposed drawer assembly for vehicles	U.S.	N/A	11/361336 2/24/06	Pending	Ronald A. Doyle; to be assigned to the Company prior to Closing
Opposed drawer assembly for vehicles	U.S.	N/A	11/178228 7/8/06	Pending	Ronald A. Doyle; to be assigned to the Company prior to Closing

TRADEMARKS

Image	Trademark	Database	Appl. No.	Applic. Date	Reg. No.	Reg. Date	Goods/Services	Owner	Status
	ALPINE	Canada	122707300	8/16/04			1 Recreational vehicles, namely camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, and motor homes.	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Allowed
	ALPINE COACH	Canada	122707400	8/16/04			1 Recreational vehicles, namely camper-trailers, vacation/travel trailers, fifth-wheel recreational camper trailers, truck campers motor homes, and pickup truck canopies.	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Allowed
	PEAK CHASSIS	Canada	122701300	8/16/04			1 Recreational vehicles, namely camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, motor homes and pickup truck canopies.	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Allowed
	VILLA	Canada	122719900	8/17/04			1 Recreational vehicles, namely camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, motor homes, and pickup truck canopies. 2 Wares similar or related to those listed in paragraph 3.	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Pending









Image	Trademark	Database	Appl. No.	Applic. Date	Reg. No.	Reg. Date	Goods/services	Owner	Status
	ALPENLITE	Canada	074867900	3/3/94	TMA457732	5/24/96	1 Recreational vehicles; namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, motor homes, and pickup truck canopies.	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	DREAMER	Canada	074110300	11/12/93	TMA468362	1/8/97	1 Recreational vehicles, namely camper-trailers, vacation/travel trailers, fifth wheel trailers, truck campers, and motor homes.	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	APEX ALPINE COACH	U.S. Federal	78649606	6/13/05			Int. Cl. 12 recreational vehicles; namely, motor coaches	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Pending
	ALPENLITE DEFENDER	U.S. Federal	78952659	8/15/06			Int. Cl. 12 recreational vehicles; namely, camping trailers, vacation and travel trailers, fifth wheel trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Pending Intent To Use
	AMERICAS CLUB	U.S. Federal	78649557	6/13/05			Int. Cl. 35 customer club services for commercial, promotional and/or advertising purposes, namely, promoting the sale of recreational vehicles, recreational vehicle equipment, and vehicle maintenance related services	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Pending Intent To Use
	ALPENLITE VOYAGER	U.S. Federal	78586970	3/14/05			Int. Cl. 12 non motorized trailers, namely camping trailers, vacation and travel trailers, and fifth wheel trailers	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Published Intent To Use

Image	Trademark	Database	App. No.	Applic. Date	Reg. No.	Reg. Date	Goods/services	Owner	Status
ALPINE	ALPINE	U.S. Federal	76110601	8/14/00	2482270	August 28, 2001	Travel trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	ALPINE COACH	U.S. Federal	78257173	6/2/03	2877394	August 24, 2004	Int. Cl. 12 recreational vehicles, namely, camper-trailers, vacation/travel trailers, fifth-wheel recreational camper trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	PEAK CHASSIS	U.S. Federal	78257243	6/2/03	2877395	8/24/04	Int. Cl. 12 recreational vehicles; namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
SMARTBED	SMARTBED	U.S. Federal	78352552	1/15/04	3021873	11/29/05	Int. Cl. 12 recreational vehicles; namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	WESTERN RECREATIONAL VEHICLES	U.S. Federal	75275739	4/15/97	2220014	1/26/99	Int. Cl. 12 recreational vehicles, namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, and motor homes	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	WESTERN RV	U.S. Federal	78277717	7/23/03	2939675	4/12/05	Int. Cl. 12 recreational vehicles; namely, camping trailers, vacation and travel trailers, fifth wheel trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered

Image	Trademark	Database	Appl. No.	Applic. Date	Reg. No.	Reg. Date	Goods/Services	Owner	Status
	WESTERN WILDERNESS	U.S. Federal	78277834	7/23/03	2889159	9/28/04	Int. Cl. 12 recreational vehicles, namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	WRV	U.S. Federal	75713311	5/25/99	2377232	8/15/00	Int. Cl. 12 recreational vehicles, namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, and motor homes	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	WRV	U.S. Federal	75713524	5/25/99	2377234	8/15/00	Int. Cl. 12 recreational vehicles, namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, and motor homes	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Registered
	ALPENLITE	U.S. Federal	74459703	11/18/93	1885958	3/28/95	Int. Cl. 12 recreational vehicles; namely, camper-trailers, vacation/travel trailers, fifth-wheel trailers, truck campers, motor homes, and pickup truck canopies	Western Recreational Vehicles, Inc. 3401 W. Washington Ave. Yakima, Washington 98903	Renewed

SCHEDULE 4.21(a)(ii)

Licenses and Other Agreements

1. Trademark License Agreement with Alpine Coach Association regarding the trademark "ALPINE," dated August 25, 2003, attached.
2. Licenses granted to the Company to the following software:

BENTLEY

Microstation, CAD software

CAELUS

CMS, manufacturing software

Cyberscience, Cyberquery

Easysoft

IDS

Integrated Dealer Systems

IBM Universe

US Bancorp Lease

MICROSOFT

Great Plains

Windows 2003 Advanced Server and CALS (Washington Plant Server)

Windows 2003 Advanced Server and CALS (Service—IDS Server)

Windows XP Pro

Windows NT CALS

SYMANTEC

Symantec Anti-virus Corp Addition

Livestate Recovery

TRADEMARK LICENSE AGREEMENT

AGREEMENT made as of the date set out hereinbelow by and between Western Recreational Vehicles, Inc., a Washington corporation (hereinafter "Licensor"), and the Alpine Coach Association, a Washington non-profit corporation (hereinafter "Licensee"), regarding the trademark and/or service mark "ALPINE" (hereafter sometimes referred to as "Mark").

WHEREAS, Licensor is exclusively entitled to the use of the Mark "ALPINE" for use in conjunction with recreational vehicles and the goodwill of the business appertaining thereto; and

WHEREAS, Licensee has recently been incorporated within the State of Washington for various purposes, including the promotion of fellowship and cooperation among owners of "ALPINE" recreational vehicles which are manufactured by Licensor; and

WHEREAS, Licensor is willing to allow use by Licensee of the aforesaid Mark in the conduct of Licensee's operations without, however, giving rise to any confusion in the market place,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Licensor hereby grants unto Licensee a non-exclusive right to use the service mark "ALPINE" in conjunction with the conduct of Licensee's operations as currently specified in Licensee's Articles of Incorporation and ByLaws. Licensee acknowledges that Licensor has the power to immediately rescind and terminate this agreement in the event Licensor perceives any modification or contemplated modification of the Licensee's Articles of Incorporation and ByLaws to be detrimental to Licensor or the use of the Mark by Licensee or by Licensor.
2. Licensee recognizes Licensor's exclusive right to the use of the Mark and Licensee further agrees that neither while this agreement is in force nor at any time thereafter will it claim any right, title, or interest in or to the Mark. Any advertising or promotion or other representations by Licensee referring to the Mark, to products manufactured by Licensor, or otherwise, shall be conducted and made in such manner as will not impair or endanger Licensor's right to use the Mark anywhere or in any fashion, nor the validity of any trademark registration during or after termination of this agreement.
3. Licensee agrees to cooperate with Licensor in the protection of the Mark by promptly informing Licensor of any encroachments or misuses of the Mark which come to Licensee's attention and Licensee agrees also to notify Licensor promptly of any pending or threatening litigation involving the Mark. Any litigation involving the Mark and its protection shall be at the expense of and under the complete control of Licensor.

4. Licensor shall, from time to time, furnish Licensee current information and instructions regarding the labeling, marking, designs and color schemes to be used by Licensee in conjunction with the use of the Mark. During or after the life of this agreement, Licensee will not utilize any marks, labels, markings or designs confusingly similar to the mark of Licensor, nor to any of Licensor's labels, markings or designs utilized by Licensor or Licensee under the terms of this agreement.
5. The license and permission granted to Licensee to use the Mark is personal to Licensee and shall not be transferable, assignable nor inure to the benefit of any successor or assignee without the prior written consent of Licensor.
6. This agreement shall be subject to cancellation at any time by either party giving to the other not less than sixty (60) days written notice in advance. Upon the termination or cancellation of this agreement, Licensee agrees to discontinue promptly all use of the Mark, including within the name of Licensee, and agrees also that any and all rights to the use of the Mark as authorized by this agreement shall upon the termination or cancellation of this agreement revert to Licensor.

DATED this 25TH day of August, 2003.

LICENSOR:

WESTERN RECREATIONAL VEHICLES, INC.

By: _____

Ron Doyle

President / CEO

LICENSEE:

ALPINE COACH ASSOCIATION

By: _____

Its: _____

SCHEDULE 4.21(a)(iii)

Claims Regarding Company Proprietary Rights

License agreements listed in Schedule 4.21(a)(ii), paragraph 2, contain anti-assignment provisions that would be triggered. Buyer will obtain software license consents where required post-closing.

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of December 15, 2006 ("Effective Date") by and between **Western Recreational Vehicles, Inc.**, a Washington corporation, with offices at 3401 West Washington Avenue, Yakima, Washington 98907 ("Assignor"), and **Western Recreational Vehicles Acquisition, Inc.**, a Delaware corporation, with offices at 3401 West Washington Avenue, Yakima, Washington 98907 ("Assignee").

WHEREAS, Assignor, Assignee and certain other persons named therein are parties to that certain Asset Purchase Agreement dated as of December 13, 2006 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee, and Assignee agreed to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, and the foreign applications for trademark registration set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of any and all Liens (as defined in the Agreement), all right, title and interest in and to the Marks, for the United States and for all foreign countries and multinational jurisdictions, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries and multinational jurisdictions, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths,

samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**WESTERN RECREATIONAL
VEHICLES, INC.,**
a Washington corporation

**WESTERN RECREATIONAL
VEHICLES, INC.,**
a Delaware corporation



Name: RONALD A DOYLE

Title: PRESIDENT

Name: _____

Title: _____

**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**WESTERN RECREATIONAL
VEHICLES, INC.,**
a Washington corporation

**WESTERN RECREATIONAL
VEHICLES, INC.,**
a Delaware corporation

Name: _____

Title: _____




Name: PHILIP VON BURG

Title: VICE PRESIDENT




SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Image	Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
ALPINE	ALPINE	U.S. Federal	76110601	8/14/00	2482270	August 28, 2001	Registered
N/A	ALPINE COACH	U.S. Federal	78257173	6/2/03	2877394	August 24, 2004	Registered
N/A	PEAK CHASSIS	U.S. Federal	78257243	6/2/03	2877395	8/24/04	Registered
SMARTBED	SMARTBED	U.S. Federal	78352552	1/15/04	3021873	11/29/05	Registered
N/A	WESTERN RECREATIONAL VEHICLES	U.S. Federal	75275739	4/15/97	2220014	1/26/99	Registered
N/A	WESTERN RV	U.S. Federal	78277717	7/23/03	2939675	4/12/05	Registered
N/A	WESTERN WILDERNESS	U.S. Federal	78277834	7/23/03	2889159	9/28/04	Registered

Image	Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
	WRV	U.S. Federal	75713311	5/25/99	2377232	8/15/00	Registered
	WRV	U.S. Federal	75713524	5/25/99	2377234	8/15/00	Registered
	ALPENLITE	U.S. Federal	74459703	11/18/93	1885958	3/28/95	Renewed

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

Image	Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
	APEX ALPINE COACH	U.S. Federal	78649606	6/13/05	N/A	N/A	Pending
	AMERICA'S CLUB	U.S. Federal	78649557	6/13/05	N/A	N/A	Pending Intent To Use
	ALPENLITE VOYAGER	U.S. Federal	78586970	3/14/05	N/A	N/A	Published Intent To Use

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Image	Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
N/A	ALPENLITE	Canada	074867900	3/3/94	TMA457732	5/24/96	Registered
N/A	DREAMER	Canada	074110300	11/12/93	TMA468362	1/8/97	Registered

SCHEDULE D**FOREIGN TRADEMARK APPLICATIONS**

Image	Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
N/A	ALPINE	Canada	122707300	8/16/04	N/A	N/A	Allowed
N/A	ALPINE COACH	Canada	122707400	8/16/04	N/A	N/A	Allowed
N/A	PEAK CHASSIS	Canada	122701300	8/16/04	N/A	N/A	Allowed
N/A	VILLA	Canada	122719900	8/17/04	N/A	N/A	Pending